



60/2131

DOCKET NO. ICOM-0051

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Alasdhair Campbell  
Stephen A. Michael

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NOV 27 2002

Technology Center 2100

Serial No.: 09/756,471

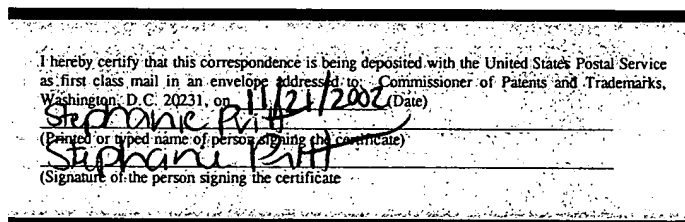
Filed: January 8, 2001

For: CUSTOMER COMMUNICATION SERVICE SYSTEM

Group No.: 2131

Examiner: N/A

Commissioner for Patents  
Washington, D. C. 20231



Sir:

POWER OF ATTORNEY

Intecom Inc., owner of the above-identified patent application, hereby revokes any and all previous Powers of Attorney and appoints:

David H. Hitt, Registration No. 33,182  
Charles W. Gaines, Registration No. 36,804  
Glenn W. Boisbrun, Registration No. 39,615  
Mark E. Kelley, Registration No. 45,857  
Greg H. Parker, Registration No. 44,995  
Jimmy L. Heisz, Registration No. 38,914  
Richard D. Krobusek, Registration No. 44,851  
James Joel Justiss, Registration No. 48,981  
Ron J. Corbett, Registration No. 47,500

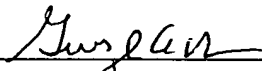
all lawyers with the firm of Hitt Gaines & Boisbrun, P.C., and members of the Bar of the State of Texas, as applicant's attorneys with full power of substitution and revocation, to prosecute said patent application, receive any Registration Certificate and to take any and all other actions with regard to this patent application and any patent registration thereof.

Please address all correspondence to:

Glenn W. Boisbrun  
Hitt Gaines & Boisbrun, P.C.  
P.O. Box 832570  
Richardson, Texas 75083

and direct all telephone calls to Glenn W. Boisbrun at (972) 480-8800.

Intecom Inc.

By:   
George A. O'Brien  
Executive Vice President,  
Chief Financial Officer

Date: 11/11/02

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Intecom Inc.Application No./Patent No.: 09/756,471 Filed/Issue Date: January 8, 2001Entitled: Customer Communication Service SystemIntecom Inc., a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

5057 Keller Springs Road, Addison, Texas 75001

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Inventor(s) To: Ineto, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel 011857, Frame 0464, or for which a copy thereof is attached.

2. From: Ineto, Inc. To: Intecom Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.  
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

11/21/02  
Date

Glenn W. Boisbrun  
Typed or printed name

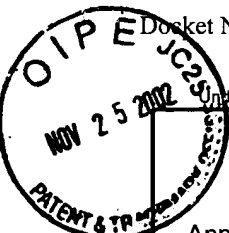
[Signature]  
Signature

Attorney for Applicant  
Title

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UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

AUGUST 15, 2001

TAYLOR RUSSELL & RUSSELL, P.C.  
DOUGLAS D. RUSSELL  
4807 SPICEWOOD SPRINGS ROAD  
BUILDING 1, SUITE 1200  
AUSTIN, TX 78759-8444

PTAS

TAYLOR RUSSELL



\*101741405A\*

AUG 20 2001  
CTS/RR  
& RUSSELL, P.C.

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UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

Technology Center 2100

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/31/2001

REEL/FRAME: 011857/0464  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

CAMPBELL, ALASDHAIR

DOC DATE: 04/18/2001

ASSIGNOR:

MICHAEL, STEPHEN A.

DOC DATE: 05/24/2001

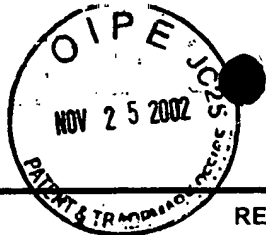
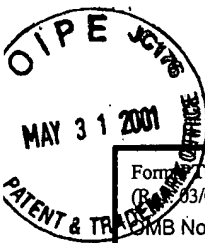
ASSIGNEE:

INETO, INC.  
1122 CAPITAL OF TEXAS HIGHWAY,  
SUITE 150  
AUSTIN, TEXAS 78746

SERIAL NUMBER: 09756471  
PATENT NUMBER:

FILING DATE: 01/08/2001  
ISSUE DATE:

SEDLEY PYNE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS



06-07-2001



101741405

Form O-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET  
PATENTS ONLY

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Campbell, Alasdhair  
Michael, Stephen A.

5-3101

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Campbell 4/18/2001

Michael 5/24/2001

Execution Date: \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Name: Ineto, Inc.

RECEIVED

Internal Address: \_\_\_\_\_  
NOV 27 2002

Technology Center 2100

Street Address: 1122 Capital of Texas Highway  
Suite 150

City: Austin State: TX Zip: 78746

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

09/756,471

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Douglas D. Russell

Internal Address: Taylor Russell &amp; Russell, P.C.

Street Address: 4807 Spicewood Springs Road  
Building 1, Suite 1200

City: Austin State: TX Zip: 78759-8444

## 6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

## DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Douglas D. Russell

Name of Person Signing

Signature

May 29, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

00000124 00756471

40.00 00

## ASSIGNMENT OF INVENTION AND PATENT APPLICATION

For value received, Alasdhair Campbell (hereinafter ASSIGNOR), hereby sells, assigns, transfers and sets over unto Ineto, Inc., having its principal office at 1122 Capital of Texas Highway, Suite 150, Austin, Travis County, Texas 78746 (hereinafter ASSIGNEE), 100% of ASSIGNOR'S right, title and interest in and to:

- (A) the invention entitled "Customer Communication Service System";
- (B) the application for United States patent therefor, U.S. Patent and Trademark Office Serial No. 09/756,471 filed on 1/08/2001;
- (C) any patent or reissues of any patent that may be granted thereon; and
- (D) any applications which are continuations, continuations-in-part, substitutes or divisions of said application.

ASSIGNOR also authorizes and requests the Commissioner of Patents and Trademarks to issue any resulting patent(s) as follows: 0% to ASSIGNOR and 100% to ASSIGNEE.

ASSIGNOR hereby further sells, assigns, transfers and sets over unto ASSIGNEE, the above percentage of ASSIGNOR's entire right, title and interest in and to said invention in each and every country foreign to the United States, and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent.

ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts at ASSIGNEE'S expense as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

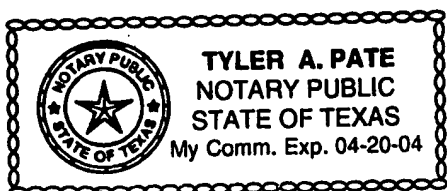
To be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

Signature: Alasdhair RD Campbell Date: 4/18/2001  
 Name: Alasdhair Campbell (ASSIGNOR)

STATE OF TEXAS  
 COUNTY OF TRAVIS

Before me, the undersigned authority, on this 16 day of MAY 2001, personally appeared Alasdhair Campbell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

[Signature]  
 Notary Public



# ASSIGNMENT OF INVENTION AND PATENT APPLICATION

For value received, Stephen A. Michael (hereinafter ASSIGNOR), hereby sells, assigns, transfers and sets over unto Ineto, Inc., having its principal office at 1122 Capital of Texas Highway, Suite 150, Austin, Travis County, Texas 78746 (hereinafter ASSIGNEE), 100% of ASSIGNOR'S right, title and interest in and to:

- (A) the invention entitled "Customer Communication Service System";
- (B) the application for United States patent therefor, U.S. Patent and Trademark Office Serial No. 09/756,471 filed on 1/08/2001;
- (C) any patent or reissues of any patent that may be granted thereon; and
- (D) any applications which are continuations, continuations-in-part, substitutes or divisions of said application.

ASSIGNOR also authorizes and requests the Commissioner of Patents and Trademarks to issue any resulting patent(s) as follows: 0% to ASSIGNOR and 100% to ASSIGNEE.

ASSIGNOR hereby further sells, assigns, transfers and sets over unto ASSIGNEE, the above percentage of ASSIGNOR's entire right, title and interest in and to said invention in each and every country foreign to the United States, and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent.

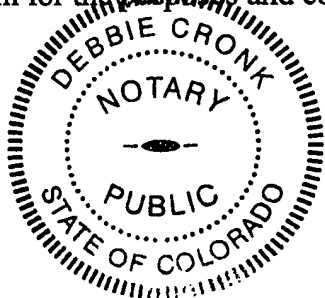
ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts at ASSIGNEE'S expense as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

To be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

Signature: Stephen A. Michael Date: 5/24/2001  
 Name: Stephen A. Michael (ASSIGNOR)

STATE OF Colorado  
 COUNTY OF El Paso

Before me, the undersigned authority, on this 24 day of May 2001, personally appeared Stephen A. Michael, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



Debbie Cronk  
 Notary Public exp. 12.15.01

### ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment, dated November 9, 2001, between Ineto, Inc., a Delaware corporation (the "Seller"), and Intecom Inc., a Delaware corporation (the "Purchaser"),

#### WITNESSETH:

WHEREAS, the Seller is the owner of rights in certain intellectual property rights identified in the Schedule A attached hereto (the "Intellectual Property"); and

WHEREAS, the Seller and the Purchaser have entered into an Asset Purchase Agreement, dated this date, pursuant to which the Seller has sold the Intellectual Property to the Purchaser (the "Asset Purchase Agreement"); and

WHEREAS, the Seller and the Purchaser wish to perfect and memorialize *nunc pro tunc* the assignment of the Intellectual Property made pursuant to the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and in the Asset Purchase Agreement, the Seller hereby:

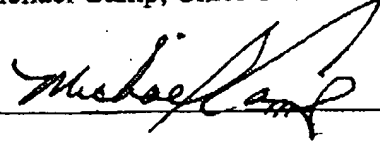
1. irrevocably assigns, conveys, and otherwise transfers to the Purchaser its successors, and its assigns all right, title, and interest in perpetuity in and to the Intellectual Property;
2. acknowledges and agrees that the Purchaser shall have the sole and exclusive right throughout the universe in all languages and in perpetuity to use and exploit all or any part of the Intellectual Property or any adaptation thereof, and all or any part of any material contained therein or prepared therefor, whether or not used therein, in any format or version, by any means and in any media, whether now known or hereafter developed;
3. waives, without limiting the foregoing, any and all claims that the Seller may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the Intellectual Property; and
4. Agrees to execute at the Purchaser's cost and expense such further instruments as the Purchaser may reasonably request to evidence, establish, maintain or protect its rights in and ownership of the Intellectual Property and to secure patents, copyright and other rights therein under the laws of any other country throughout the world and the right to sue and to bring any action or proceeding with respect to said Intellectual Property.



IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first written above.

INETO, INC.

By: Michael Camp, Chief Executive Officer

By 

**SCHEDULE A**  
**TO THE**  
**ASSIGNMENT OF INTELLECTUAL PROPERTY**

---

1. All patents, of any type domestically and internationally, mask works, and copyrights (as well as divisions, reissues, continuations, continuations-in-part, reexaminations, extensions, and renewals of any of the foregoing), and applications for any of the foregoing and patents and registrations that may issue therefrom, and all claims and causes of action of any kind that the Seller may have against any other Person with respect to any of the foregoing, including pending patent application United States Serial Number 09/756,471 and PCT International Application No. PCT/US01/00577.
2. The invention disclosures currently known to the Seller covering inventions made by the Transferring Employees and Alasdhair Campbell in the course of their employment by the Seller and the interest of the Seller in and to any patent applications covering such inventions that may be filed in the future;
3. All know-how, technical information, computer software, including software licenses from third parties to the extent transferable, trade secrets, proprietary data, inventions, formulae, research and development data, engineering information, manuals, and confidential process and product technology that the Seller owns or holds and that relate to Items 1, 2, and 4 of this Schedule.
4. All intellectual property and proprietary rights throughout the world embodied in or related to the foregoing.

\\ODMA\PCDOCS\WSH\241897\1